

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PERSONNEL DIVISION

STATE OFFICE BUILDING HARTFORD, CONNECTICUT 06106-1630

March 16, 1988

Senator David Pryor, Chairman  
Subcommittee on Federal Services, Post Office and Civil Services  
601 Hart Senate Office Building  
Washington, DC 20510

Dear Senator Pryor:

I would like to thank you and the members of the subcommittee for allowing the State of Connecticut an opportunity to discuss our sick leave programs including our sick leave bank and our donation of accumulated leave programs. The following material will provide a summary of Connecticut's sick leave procedures.

## **HISTORY**

Connecticut's centrally coordinated sick leave program came into being with the passage of the Civil Service Act of 1937. The act provided for the implementation of regulations governing the accrual and use of sick leave. It also included the authority to advance sick leave to employees under certain conditions. Limitations on the maximum accrual were changed from time to time until 1969 when the ceiling was removed and unlimited accrual was authorized. The method of accrual and the amount per month of one and one-quarter days has remained unchanged for over 51 years.

The Sick Leave Programs in effect at this time are authorized by statute or by collective bargaining contract. A brief synopsis of each is as follows:

## **SICK LEAVE**

Basic accrual rate is one and one-quarter days for each completed calendar month of full-time service. Part-time employees receive pro-rated amounts. There is no limit to the amount accrued.

## **ADVANCE OF SICK LEAVE**

This program provides for an advance of one day of sick leave for each full year of service to a maximum of 30 days to full-time permanent employees having a minimum of five years of service and who have used up all accrued leave of all types. The employee is required to repay this advance. Repayment begins after the employee has returned to work and has accrued five days of sick leave.

## **UNUSED SICK LEAVE AT TIME OF RETIREMENT**

An employee at retirement will receive one-quarter of a day's pay for each unused day of sick leave up to a maximum of 60 day's pay (240 Sick Leave days)

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### EXTENDED SICK LEAVE

This program is limited to employees who have 20 years of service and have exhausted all accrued leaves and all advanced sick leave. Up to 30 days of half-pay can be authorized. No pay back is required.

### SICK LEAVE BANKS

Two bargaining units have negotiated the establishment of a sick leave bank. The procedures of depositing sick leave time and the requirements for drawing from the bank are spelled out in the collective bargaining contracts, and these are included in the attached documents.

Employees covered by these contracts may not participate in other programs involving advance of sick leave.

### TRANSFER OF VACATION AND PERSONAL LEAVE

State Managers and a number of collective bargaining contracts allow a voluntary transfer of vacation and personal leave by employees to another employee who has used up all accrued leave and can no longer remain an active payroll. The amounts allowed and method of application are spelled out in each contract. Instruction for managers are contained in a managerial directive. Sick leave cannot be donated. Copies of our bargaining unit and management policies are attached for your review.

### Summary of Programs

The initial sick leave bank was established in 1979 for our Administrative and Residual bargaining unit. This unit is made up of our accountants, business managers, purchasing agents and other general business administrator classes. There are approximately three thousand members in this bargaining unit. Our other sick leave bank program for Education Administrators was initiated in 1984 and is patterned after the Administrative and Residual bargaining unit contract. There are approximately 230 members in the Education Administrators bargaining unit. Both programs were initiated at the request of the employee bargaining team as a method of providing a continuation of benefits for seriously ill employees. Both sick leave banks require members of the bargaining unit to contribute sick leave days to the bank. The agreement for the Administrative and Residual unit also required management to contribute 2000 hours to the bank. Both bank programs are administered by a subcommittee made up of two union and two management designees. Both programs have been operating with a minimal of administrative cost and have been generally successful. Recent conversations with union representatives have indicated that they plan to recommend continuation of the program when future negotiations are initiated.

Our initial concern was that the creation of such sick leave banks would ultimately result in a greater use of sick leave by those covered by the sick leave bank. Our analysis of sick leave usage in the Administrative and Residual bargaining unit after the first year indicated an increase over the previous year, and we were very concerned that a negative pattern had begun. Subsequent sick leave usage in that bargaining unit returned to normal, and we now feel that this increase was within normal fluctuation. No change was noted in sick leave usage in the Education Administrators contract.

The Administrative and Residual sick leave bank subcommittee approves approximately 15-20 requests for use of the sick leave bank per year. The Education Administrator subcommittee has approved a total of three requests since their program began in 1984. While there is great similarity between the two programs, there are some significant differences. Both allow up to 100 days per year with the Administrative and Residual bank paying 50% of compensation and the Educational Administrators bank paying 80% of compensation. In addition, the Educator Administrators agreement requires that the employee repay the bank upon return to full-time employment at the rate of 20% of his/her unused accrued sick leave at the end of each calendar year. One other significant difference is that the Administrative and Residual agreement does not allow access to our regulation which provides for an advance of sick leave.

Connecticut's donation of leave agreements cover employees within eight bargaining units as well as our managerial and confidential employees. Approximately 32,000 employees are covered by our donation of leave process. The two bargaining units utilizing the sick leave bank concept have not sought donation of leave agreements.

The donation of leave concept was implemented in August of 1986 as a result of a request by a number of employees of one of our Mental Health facilities who wished to donate some of their accumulated vacation leave to a seriously ill co-worker. As a result of this request, supplementary agreements were signed with eight of our bargaining unit and the concept also applied to our managerial and confidential employees. Only vacation and personal leave can be donated, not sick leave. Donation of vacation and personal leave may occur only within the same bargaining unit and only within the same agency. Requests to donate leave must be initiated by the union or a group of employees. It is our position that management should play a neutral role in the process and requests should not generate from management. The Department of Administrative Services, Personnel Bureau, Connecticut's central personnel agency, retains the authority to approve or reject requests for donation of leave. Our experience with the donation of leave agreements has been positive and administrative costs related to the program have been minimal. We have not experienced complaints about coercion or pressure to donate leave. We do not consider the donation of leave to a co-worker to be a violation of our Code of Ethics. We have received approximately 25 requests for donation of leave during the last six months.

#### Comparison of Sick Leave Bank and Donation Programs

The attached supplements provide a more detailed outline of our programs. Both programs work well and have required a minimum of administrative costs. Each bargaining unit seems satisfied with the basic process as negotiated. Representatives from our Administrative and Residual bargaining unit have expressed a desire to continue with their sick leave bank program which has changed very little since 1979. Representatives from our Health Care Professional and Paraprofessional bargaining units have requested that their donation of leave agreements be changed at the next round of negotiations to allow donations to be received from employees of all agencies covered by the bargaining unit. We have resisted this concept in earlier negotiations because we feel that it would be too difficult to administer.

While there are advantages and disadvantages to each method, employees working in small agencies or agencies where there are a small number of employees in the specific bargaining unit do not have the potential to receive significant donations of leave. The sick leave bank concept, which receives donations from all members covered by the bargaining unit, would be better able to provide assistance to employees in small agencies or small bargaining units.

Sincerely,



Peter C. Rozantes,  
Section Chief

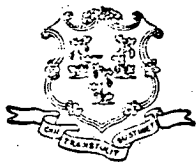
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ATTACHMENTS

Supplementary Material

1. General letter No. 205, which includes Connecticut's Statutes and regulations for sick leave
2. Administrative and Residual Bargaining unit sick leave bank language.
3. Labor Relations General Notice 80-1 which outlines the procedures to follow for the Administrative and Residual sick leave bank and other related guidelines and notices.
4. Education Administrators Bargaining unit sick leave bank contract language.
5. Education Administrators sick leave bank application and guidelines
6. Management Policy 86-2 Amended which authorizes the donation of leave for Managers and confidential employees.
7. Labor Relations General Notice 86-4 (Amended) which outlines procedures for the donation of leave time in eight of our bargaining units.




**STATE OF CONNECTICUT**  
**PERSONNEL DIVISION**  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
STATE OFFICE BUILDING HARTFORD, CONNECTICUT 06115

**GENERAL LETTER NO. 205**

**RE: Revised Sick Leave Statute and Regulations**

**DATE: December 11, 1980**

Recently the State Personnel Division revised its regulations regarding sick leave. These revisions reflected the changes made to Section 5-247 of the General Statutes. The purpose of these changes was to clarify the use of sick leave for employees holding permanent positions and to clarify the accrual and computation of sick leave. The effective date of the revised sick leave regulations is December 1, 1980, the date the revisions were approved by the Secretary of the State. Agencies are reminded that collective bargaining agreements may supersede these regulations. Questions regarding sick leave regulations may be addressed to our Administrative Section at 566-5530 or 566-3236. Copies of Section 5-247 of the General Statutes and Regulations 5-247-1 and 5-247-2 are provided for your review and guidance.

  
Sandra Biloon  
Director of Personnel and  
Labor Relations

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SECTION 5-247 (a) of the GENERAL STATUTES

Each appointing authority shall grant, on account of illness or injury, to each full-time employee in a permanent position in the state service who has furnished satisfactory proof of such illness or injury, such sick leave with pay as has accrued to his credit at the rate of one and one-quarter working days for each completed calendar month of continuous full-time service which may be computed on an hourly basis. Hourly computation of sick leave shall not diminish benefit entitlement. Any such payment shall be excluded from wages for which social security contributions are made, in accordance with the provisions of subsection (b) of Section 209 of the Federal Social Security Act of August 14, 1935 (49 Stat. 625), as from time to time amended. On or before October 1, 1980, the Commissioner of Administrative Services shall adopt regulations in accordance with Chapter 54, concerning the accrual, prorating and granting of sick leave with pay to other employees in the state service and extending sick leave with pay or with part pay for longer periods to full-time permanent employees disabled through illness or injury. Each such employee who retires under the provisions of Chapter 66 shall be compensated, effective as of the date of his retirement, at the rate of one-fourth of such employee's salary for sick leave accrued to his credit as of his last day on the active payroll up to a maximum payment equivalent to sixty days of four hundred twenty hours' pay. Such payment for accumulated sick leave shall not be included in computing retirement income and shall be charged by the state comptroller to the department, agency or institution in which the employee worked.

REGULATION 5-247-1 - Sick Leave

Except as otherwise provided by statute, all employees in state service shall accrue sick leave for continuous service from the date of initial employment but are not credited with or eligible to use it until such time as they are employed in a permanent position.

REGULATION 5-247-2 - Rate of Accrual

Sick leave accrues at the rate of one and one-quarter working days per completed calendar month of continuous full-time service, which may be computed on an hourly basis, including authorized leave with pay provided that:

- (1) such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month;
- (2) an eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records;
- (3) no such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than three working days;
- (4) sick leave shall accrue for the first twelve months in which an employee is receiving compensation benefits in accordance with Section 5-142 or 5-143 or the General Statutes.

**REGULATION 5-247-4. - BASIS FOR ELIGIBILITY.**

- (a) An eligible employee shall be granted sick leave
- (1) for medical, dental, or eye examination or treatment for which arrangements cannot be made outside of working hours;
  - \* (2) in the event of death in the immediate family when as much as three working days leave with pay shall be granted. Immediate family means husband, wife, father, mother, sister, brother, or child, and also any relative who is domiciled in the employee's household;
  - (3) in the event of critical illness or severe injury to a member of the immediate family creating an emergency, provided that not more than three days of sick leave per calendar year shall be granted therefor;
  - (4) for going to, attending, and returning from funerals of persons other than members of the immediate family, if permission is requested and approved in advance by the appointing authority and provided that not more than three days of sick leave per calendar year shall be granted therefor.

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**REGULATION 5-247-5. - ADVANCE SICK LEAVE.**

- (a) No sick leave in excess of the leave accumulated to the employee's credit may be granted by the appointing authority unless approved by the Commissioner of Personnel and Administration. Such authorization shall be granted only in cases involving extended periods of illness or injury. In requesting an advance of sick leave the appointing authority shall submit the following facts for the consideration of the Commissioner of Personnel and Administration:
- (1) The length of state service of the employee;
  - (2) The classification of the employee;
  - (3) The sick leave record of the employee for the current and for the four preceding calendar years;
  - (4) A medical certificate which shall be on the prescribed form and which shall include the nature of the illness, the prognosis, and the probable date when the employee will return to work.
- (b) No advance of sick leave may be authorized unless the employee shall have first exhausted all accrual to his credit for sick leave, personal leave, earned lieu time and for vacation leave, including current accruals. No advance of sick leave may be granted unless an employee has completed at least five years of full time work service. If approved, such extension shall be on the basis of one day at full pay for each completed year of full time work service. In no case shall advanced sick leave exceed thirty days at full pay.
- (c) Any such advanced sick leave as may be granted by the Commissioner of Personnel and Administration shall be repaid by a charge against such sick leave as the employee may subsequently



accrue. No repayment of advanced sick leave shall be required until the employee has first accrued five days of sick leave following his return to duty.

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**REGULATION 5-247-6. - EXTENDED SICK LEAVE.**

An employee who has at least twenty years of state service and who has exhausted his sick leave and his advance of sick leave may be granted extended sick leave with half pay for thirty days upon the appointing authority's request and subject to approval by the Commissioner of Personnel and Administration.

**REGULATION 5-247-7. - SICKNESS WHEN ON VACATION.**

If an employee is sick while on annual vacation leave the time shall be charged against accrued sick leave if supported by a medical certificate filed with the appointing authority.

**REGULATION 5-247-8. - HOLIDAYS OCCURRING WHEN ON SICK LEAVE.**

A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. When a full day off is granted by the act of the Governor, an employee on sick leave shall not be charged as being on sick leave.

**REGULATION 5-247-9. - EFFECT OF LAYOFF ON ACCRUED SICK LEAVE.**

An employee laid off shall retain accrued sick leave to his credit provided he returns to state service on a permanent basis.

**REGULATION 5-247-10. - REEMPLOYMENT.**

An employee who has resigned from state service in good standing and who is reemployed within one year from the effective date of his resignation shall retain sick leave accrued to his credit as of the effective date of his resignation.



# STATE OF CONNECTICUT

PERSONNEL DIVISION  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OFFICE BUILDING      HARTFORD, CONNECTICUT 06115

GENERAL LETTER NO. 199

RE: Sick Leave Bank, Administrative & Residual (P-5) Unit

DATE: May 6, 1980

Article XX of the Administrative and Residual contract provides for the establishment of a Sick Leave Bank to be utilized by qualified A & R employees who have exhausted all sick leave, all personal leave, and vacation leave in excess of 60 days. Agencies with employees who are eligible to utilize such benefits from the Bank should be aware of the following requirements:

Eligibility to use benefits from the Sick Leave Bank has been determined by the Sick Leave Bank Subcommittee; the requirements are outlined on the Application for A & R Sick Leave Bank Use. Employees and agencies must complete the application and forward it to the State Personnel Division's Office of Labor Relations for appropriate action by the Sick Leave Bank Committee. Applications are available at the agency Personnel Office or at the Office of Labor Relations.

If and when approval is received for payment of benefits from the Sick Leave Bank, the eligible employee's leave and attendance record should clearly reflect the use of this unique benefit. The Comptroller's Office has suggested the use of the designation "SLB" to reflect this type of absence. Communication between the Sick Leave Bank Committee and agency personnel/payroll units to keep each other informed about changes in status of recipients is essential to ensure proper administration of the Bank.

The State of Connecticut will continue to pay the normal contribution for employee health insurance and group life insurance premiums and dependent health insurance premiums during the period the employee is utilizing benefits from the Bank.

While on Sick Leave Bank status, full service credit will accrue for retirement eligibility purposes. However, for purposes of benefit computation, the benefit will be pro-rated in accordance with the number of hours credited for pay purposes. If the Bank is supplemented by use of vacation leave available after appropriate deduction consistent with eligibility requirements, additional credit may also accrue.

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Longevity will be calculated to reflect the half-time status of the employee during the time he/she is receiving benefits from the Sick Leave Bank. The longevity calculation is in effect a reflection of the number of hours for which the employee is paid. Longevity checks will be payable at the normal intervals, i.e. April and October. If the Bank is supplemented by use of vacation leave available after appropriate deduction consistent with eligibility requirements, additional credit may also accrue.

Seniority will be calculated as if the employee is working on a half-time basis while receiving benefits from the Bank. If the Bank is supplemented by use of vacation leave available after appropriate deduction consistent with eligibility requirements, additional credit may also accrue.

During the period of time the employee is receiving benefits from the Bank, he/she will be considered to be on active status. Any deductions from the employee's paycheck will continue as they would when an employee is on normal sick leave. This means that the employee's benefit is subject to deductions for retirement, social security, health benefits and appropriate Union dues, etc. and is also subject to garnishment pursuant to an order of a court of competent jurisdiction.

Additional information on the Sick Leave Bank is contained in Office of Labor Relations General Notices Nos. 79-9 and 80-1. It is anticipated that the Comptroller's Office will also be promulgating specific payroll instructions on this matter.

Please contact the Office of Labor Relations at 566-2370 if you have any questions on the subject.

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Sandra Biloon  
Director of Personnel & Labor  
Relations

SB/bcz

SICK LEAVE BANK GUIDELINES

An Emergency Sick Leave Bank has been established to provide full-time, permanent employees in the A & R bargaining unit with partial salary benefits during periods of long-term disability and/or illness. This Bank is specifically provided for in Article XX of the A & R Collective Bargaining Contract, effective July 1, 1981.

A Sick Leave Bank Committee has been established to administer the Bank, comprised of two designees of the Employer and two designees of the Union.

This Committee is not an agency of the State of Connecticut. The decisions of this Committee are made by mutual consent and are neither arbitrable nor litigable, and its actions are appealable only to the Committee. The Committee disburses no monies and has no authority to disburse any monies.

An employee may be eligible to use sick leave benefits from the Bank when:

1. The employee has been employed by the State for more than two (2) years.
2. The employee has exhausted all sick or personal leave, vacation leave in excess of sixty (60) days, and any other compensatory time due.
3. The illness or injury is not covered by Workers' Compensation and/or such compensation benefit has been exhausted.
4. An acceptable medical certificate supporting the continued absence is on file.
5. The employee has not been disciplined for sick leave abuse during the past two (2) years. Disciplinary action is to be interpreted by the Sick Leave Bank Committee.

No applicant will be considered unless he/she can demonstrate:

- (a) That he/she is a member of the A & R bargaining unit and has made all appropriate dues, fees or assessment payments.
- (b) At the time of application, there is no pending action against that employee for abuse of sick leave.
- (c) That he/she has acknowledged receipt of and agreement to comply with the terms and conditions of the Sick Leave Bank.

The applicant agrees that he/she shall remain liable for all proof necessary to qualify for the benefits sought. The Committee reserves the right to request such medical evidence as it deems necessary to consider the application and/or to re-evaluate the continuing need for benefits hereunder. Physician's reports submitted must be current, and medical certificates must be renewed every thirty (30) calendar days to attest to the continuing illness and/or

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disability and the prognosis for recovery. To justify qualification for the benefits described herein, an applicant claiming a psychiatric or psychological condition or disorder must submit a report from a certified and practicing psychiatrist or psychologist.

The Committee reserves the right, at any point in time, to require a second opinion concerning continuing illness or disability. If a second opinion is requested, the applicant has two options for securing same. The applicant may agree to be examined by a State physician, in which case the applicant will not be liable for the cost of said examination, or the recipient may choose to see a physician of his/her own choice, in which case, the applicant shall be liable for any costs incurred in connection therewith.

Grants of benefit can be made during the life of the contract for a period of from one-half (1/2) day to one hundred (100) days per contract year at a rate of one-half (1/2) day for each day of illness or injury. Proportional benefits may accrue for those who return to work on a part-time basis. The applicant understands that benefits are granted and discontinued based upon:

- (a) continuing qualification;
- (b) completeness of information; and
- (c) availability of benefits.

Requests for benefits will be handled by the Committee on a first come, first served basis. No benefit shall accrue for any period sixty (60) days prior to the date of the submission of the completed application. Application for A & R Sick Leave Bank usage must be resubmitted every contract year. The 15 day waiting period shall be waived in cases of:

1. follow-up treatment and/or recurrence of a previously compensable condition within the same contract year.
2. a condition which persists into the succeeding contract year.

The applicant understands that the benefits granted by the Committee are intended to cover only the illness/injury of the applicant. The Bank is available only for a condition certified by the applicant's physician as precluding return to work. The nursing of a newborn is not considered cause for use of the Bank.

If an individual receives the benefits of this Bank during the pendency of a contested Workers Compensation claim, the individual shall assign such portion of the award as may ultimately be granted to reimburse the Bank, should the claim succeed. Thereafter, if the illness/injury exceeds the duration for which Workers Compensation is to be paid, the individual may qualify for additional benefits.

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The Committee reserves the right to discontinue the benefit at any time when it is demonstrated that the intentional conduct of the applicant has prolonged, worsened or in fact caused the illness or injury for which compensation is sought. All benefits shall be terminated upon:

- (a) Certification of return to health;
- (b) Exhaustion of annual eligibility;
- (c) Retirement, resignation, termination, layoff or demise of recipient;
- (d) Commitment to any public institution in any case in which fees are not paid;
- (e) Culmination of two consecutive years of receiving Sick Leave Bank benefits.

The applicant understands that the bank for the sick leave benefit is derived from contributions of A & R members and the employer, made in accordance with a predetermined formula and finite in number. Therefore, all applicants understand that it is possible that the bank may be exhausted at any time. In that case, the applicant understands that all grants of benefit shall terminate. Subsequent replenishment of bank hours will not be subject to retroactive claims.

The applicant agrees that reimbursement shall immediately be made to the Bank in the case of accidental miscalculation or overpayment.

NOTE: These guidelines are augmented by Article XX of the A & R Collective Bargaining Contract, effective July 1, 1981.

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# ADMINISTRATIVE AND RESIDUAL BARGAINING UNIT

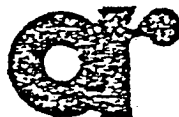
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CONTRACT

BETWEEN



STATE OF CONNECTICUT

AND



ADMINISTRATIVE  
AND RESIDUAL  
EMPLOYEES UNION

LOCAL 4200      AFT, CSFT, AFL-CIO

Effective: July 1, 1984      Expiring: June 30, 1987

the current balance available to each employee. The records shall be subject to review by the Director of Personnel and Labor Relations, and said records shall be available at reasonable times to the employee concerned.

Section Nine. Sick leave shall accrue for the first twelve (12) months in which an employee is receiving Workers' Compensation benefits.

Section Ten. A medical certificate may be required under the following circumstances:

- (a) sick leave of more than five (5) consecutive days;
- (b) a recurring problem with intermittent manifestations;
- (c) sick leave of more than two (2) days during any vacation leave.

In all other cases a medical certificate shall be treated as a disciplinary accusation, and shall be for cause.

Section Eleven. Upon death of an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment of sixty (60) days' pay. The provisions of this Section shall take effect July 1, 1960.

Section Twelve. This Article supersedes Regulations 5-247-1 through 5-247-4 and 5-247-7 through 5-247-11.

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ARTICLE 20

SICK LEAVE BANK

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Effective July 1, 1979, there shall be established an Emergency Sick Leave Bank to be used by full-time permanent employees. An eligible employee requesting use of emergency sick leave may make application on the prescribed form to a Labor Management subcommittee established to administer the program. Said committee shall be comprised of four (4) designees, two (2) from the employer and two (2) from the Union, and shall have full authority to grant benefits and administer the program in accordance with the guidelines below or as mutually agreed to. Time off without loss of pay or benefits shall be granted to members of the subcommittee to attend meetings as necessary to administer this program. The employer shall contribute two thousand (2,000) hours to the bank.

An employee shall be eligible to use sick leave benefits from the bank when:

- (1) The employee has been employed by the State for more than two (2) years.
- (2) The employee has exhausted all sick or personal leave, vacation leave in excess of sixty (60) days, and any other compensatory time due.
- (3) The illness or injury is not covered by Workers' Compensation and/or such compensation benefit has been exhausted.
- (4) An acceptable medical certificate supporting the continued absence is on file.
- (5) The employee has not been disciplined for sick leave abuse during the past two (2) years; provided however that the committee may waive this requirement.

Benefits under this Article shall accrue at the rate of

one-half (1/2) day for each day of illness or injury commencing with the sixteenth day after exhaustion of leave or Workers' Compensation as outlined above. No employee shall be eligible to draw from the bank more than once per contract year, more than one hundred (100) days per year of illness, or if the fund is depleted. Employees receiving benefits under this Article shall not accrue vacation or sick leave during the period of eligibility or be eligible for holiday or other paid leave benefits.

The employer shall hold the position for any employee who has been placed on sick leave bank for a period of not less than forty-two (42) calendar days. This provision shall not preclude agencies from holding the position for longer periods up to and including the actual length of the leave.

If at any time the fund should fall below 10,000 hours, the Committee shall recommend a contribution from each full-time employee. Said contribution shall not exceed seven (7) hours in any calendar year. In the event an employee does not use sick leave in any six (6) month period (July to January or January to July), one-half (1/2) of his/her contribution to the bank if any, shall be reimbursed or the normal annual deduction adjusted accordingly.

Employees shall be exempt from contribution to the fund until they have achieved (a) two (2) years of State service, and (b) permanent status in a P-5 position, whereupon said deduction shall be made as directed by the committee.

The actions or non-actions of this panel shall in no way be subject to collateral attack or subject to the grievance-arbitration machinery. The panel shall not be considered a State agency, nor shall it be considered a board or other subdivision of the employer. All



actions shall be taken at the discretion of the panel, and no requests shall be conducted as contested cases.

This Article supersedes Regulations 5-247-5 and 5-247-6.

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#### ARTICLE 21

#### PREGNANCY, MATERNAL AND PARENTAL LEAVE

Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion, childbirth or maternity, defined as the hospital stay and any period before or after the hospital stay certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued paid leaves. Upon expiration of paid leave, the employee may request, and shall be granted, a medical leave of absence without pay position held. The total period of medical leave of absence without pay with position being held shall not exceed six (6) months following the date of termination of the pregnancy (also see provisions of Article 12, Seniority). A request to continue on a medical leave of absence due to disability as outlined above must be in writing and supplemented by an appropriate medical certificate. Such requests will be granted for an additional period not to exceed three (3) additional months. If granted, the position may or may not be held for the extended period subject to the appointing authority's decision.

Up to three (3) days of paid leave, deducted from sick leave, will be provided to an employee in connection with the birth, adoption or taking custody of a child.



# STATE OF CONNECTICUT

## PERSONNEL DEPARTMENT

STATE OFFICE BUILDING - HARTFORD, CONNECTICUT 06115

February 27, 1980


### OFFICE OF LABOR RELATIONS

General Notice No. 80-1

TO: Labor Relations Designees

Enclosed herewith is a copy of the revised application for Sick Leave Bank benefits under Article XX of the Administrative & Residual (P-5) contract, with attached Sick Leave Bank Guidelines.

Please ensure that copies are distributed to all work sites so as to be available to all eligible employees.

  
Robert Finder  
Labor Relations Director

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*An Equal Opportunity Employer*

Effective July 1, 1979, an Emergency Sick Leave Bank was established to provide full-time, permanent employees with partial salary benefits during periods of long-term disability and/or illness. This Bank is specifically provided for in Article XX of the A & R Collective Bargaining Contract, effective July 1, 1979.

A Labor Management Subcommittee was established to administer the Bank comprised of two designees of the Employer and two designees of the Union.

This Committee is not an agency of the State of Connecticut. The decisions of this Committee are made by mutual consent and are neither arbitrable nor litigable, and its actions are appealable only to the Committee. The Committee disburses no monies and has no authority to disburse any monies.

An employee may be eligible to use sick leave benefits from the Bank when:

1. The employee has been employed by the State for more than two (2) years.
2. The employee has exhausted all sick or personal leave, vacation leave in excess of sixty (60) days, and any other compensatory time due.
3. The illness or injury is not covered by Workmen's Compensation and/or such compensation benefit has been exhausted.
4. An acceptable medical certificate supporting the continued absence is on file.
5. The employee has not been disciplined for sick leave abuse during the past two (2) years.

No applicant will be considered unless he/she can demonstrate:

- (a) That he/she is a member of the A & R bargaining unit and has made all appropriate dues, fees or assessment payments.
- (b) At the time of application, there is no pending action against that employee for abuse of sick leave.
- (c) That he/she has acknowledged receipt of and agreement to comply with the terms and conditions of the Sick Leave Bank.

The applicant agrees that he/she shall remain liable for all proof necessary to qualify for the benefits sought. The Committee reserves the right to request such medical evidence as it deems necessary to consider the application and/or to re-evaluate the continuing need for benefits hereunder. Physician's reports submitted must be current, and medical certificates must be renewed every thirty (30) calendar days to attest to the continuing illness and/or disability and the prognosis for recovery. To justify qualification for the benefits described herein, an applicant claiming a psychiatric or psychological condition or disorder must submit a report from a certified and practicing psychiatrist or psychologist.

The Committee reserves the right, at any point in time, to require a second opinion concerning continuing illness or disability. If a second opinion is requested, the applicant has two options for securing same. The applicant may agree to be examined by a State physician, in which case the applicant will not be liable for the cost of said examination, or the recipient may choose to see a physician of his/her own choice, in which case the applicant shall be liable for any costs incurred in connection therewith.

Grants of benefit can be made during the life of the contract for a period of from one-half (1/2) day to one hundred (100) days per contract year at a rate of one-half (1/2) day for each day of illness or injury. The benefit may be granted only for continuing illness and/or injury and only for that period of time in which the physician certifies that the employee is unable to return to work. The applicant understands that benefits are granted and discontinued based upon:

- (a) continuing qualification;
- (b) completeness of information; and
- (c) availability of benefits.

Requests for benefits will be handled by the Committee on a first come, first served basis. No retroactivity shall accrue for any period prior to the date of the submission of the completed application and all required medical documentation.

The applicant understands that the benefits granted by the Committee are intended to cover only the illness/injury of the applicant. The Bank is available only for a condition certified by the applicant's physician as precluding return to work. The nursing of a newborn is not considered cause for use of the Bank.

Whenever it appears that an applicant will need additional attention after return to work (such as cosmetic surgery, removal of prosthetic devices, etc.) which will require hospitalization or bedrest, that procedure, if reflected upon the record during the first occurrence, shall be exempt from the fifteen day waiting period if all of the conditions for eligibility are met.

If an individual receives the benefits of this Bank during the pendency of a contested Workers Compensation claim, the individual shall assign such portion of the award as may ultimately be granted to reimburse the Bank, should the claim succeed. Thereafter, if the illness/injury exceeds the duration for which Workers Compensation is to be paid, the individual may qualify for additional benefits.

The Committee reserves the right to discontinue the benefit at any time when it is demonstrated that the intentional conduct of the applicant has prolonged, worsened or in fact caused the illness or injury for which compensation is sought. All benefits shall be terminated upon:

- (a) Certification of return to health;
- (b) Exhaustion of annual eligibility;
- (c) Retirement, resignation, termination, layoff or demise of recipient;
- (d) Commitment to any public institution in any case in which fees are not paid.

The applicant understands that the bank for the sick leave benefit is derived from contributions of A & R members and the employer, made in accordance with a predetermined formula and finite in number. Therefore, all applicants understand that it is possible that the bank may be exhausted at any time. In that case, the applicant understands that all grants of benefit shall terminate. In the event of bank exhaustion, no requests for interrupted or retroactive benefits will be honored until the bank is replenished, if eligibility conditions are met, and to the extent that bank time is available.

The applicant agrees that reimbursement shall immediately be made to the Bank in the case of accidental miscalculation or overpayment.

NOTE: These guidelines are augmented by Article XX of the A & R Collective Bargaining Contract, effective July 1, 1979.

APPLICATION FOR A & R SICK LEAVE BANK USE  
(Article XX - A & R Contract)

TO BE COMPLETED BY EMPLOYEE AND FORWARDED TO AGENCY HEAD OR LABOR RELATIONS DESIGNEE:

Name \_\_\_\_\_

Home Address \_\_\_\_\_

Agency \_\_\_\_\_

Official Class Title \_\_\_\_\_

The applicant hereby authorizes access by the Sick Leave Bank Committee to any medical or personnel records necessary for action on this application. Applicant further certifies that he/she has carefully read the Sick Leave Bank Guidelines attached hereto, has received a copy thereof, and agrees to comply therewith.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date of Application

\*\*\*\*\*

TO BE COMPLETED BY AGENCY LABOR RELATIONS DESIGNEE AND FORWARDED TO  
OFFICE OF LABOR RELATIONS, A & R SICK LEAVE BANK COMMITTEE:

	Yes	No
1. Has applicant been employed by State for at least two (2) years?	_____	_____
2. If applicant a member of the A & R (P-5) bargaining unit?	_____	_____
3. (a) Has applicant exhausted all sick leave?	_____	_____
(b) Give date on which all sick leave will be/was exhausted _____		
4. (a) Has applicant exhausted all personal leave?	_____	_____
(b) Give date on which all personal leave will be/was exhausted _____		
5. (a) Has applicant exhausted all compensatory time?	_____	_____
(b) Give date on which all compensatory time will be/was exhausted _____		
6. (a) Has applicant exhausted all but sixty (60) days vacation credit?	_____	_____
(b) Give date on which all vacation in excess of 60 days will be/was exhausted _____		
7. (a) Is illness or injury covered by worker's compensation?	_____	_____
(b) If yes, has worker's compensation benefit been exhausted?	_____	_____
8. Is applicant a full-time permanent employee?	_____	_____
9. Is acceptable medical certificate supporting the entire absence on file?	_____	_____

leave bank benefits are being requested \_\_\_\_\_

(b) Give date applicant first returned to work after illness/injury \_\_\_\_\_

12. Please attach the following:

(a) Copies of all medical certificates on file pertaining to the current illness/injury.

(b) Copy of applicant's attendance record applicable to this illness/injury.

(c) Copy of record of any disciplinary action taken for abuse of sick leave.

\*\*\*\*\*

ACTION BY A & R SICK LEAVE BANK COMMITTEE: \_\_\_\_\_

APPROVAL OF THIS APPLICATION FOR USE OF SICK  
LEAVE BANK IS HEREBY GRANTED TO COMMENCE ON: \_\_\_\_\_

AND, UNLESS RENEWED, WILL TERMINATE ON: \_\_\_\_\_

Agency is authorized to compensate employee at the rate of one-half (1/2) day for each day of illness or injury up to a maximum of one hundred (100) days per contract year (July 1 through June 30). No vacation, sick leave, holiday or other paid leave benefits will accrue during the period applicant is receiving benefit hereunder.

FOR THE A & R SICK LEAVE BANK COMMITTEE:

DATE:



# EDUCATION ADMINISTRATORS (P-3A) CONTRACT

between



State of Connecticut

and

Connecticut State Employees Association

**CSEA**

Effective: July 1, 1984

Expiring: June 30, 1987

pay to the beneficiary one-fourth of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum of sixty (60) days' pay.

**Section Thirteen.** Upon retirement all employees in the bargaining unit, including those covered under the Teachers Retirement System, shall be paid one-fourth of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum of sixty (60) days' pay.

**Section Fourteen. Sick Leave Bank.** Effective July 1, 1982 there shall be established an Emergency Sick Leave Bank to be used by bargaining unit employees who have completed the working test period. An eligible employee requesting use of emergency sick leave may make application on the prescribed form to a Labor/Management subcommittee established to administer the program. Said committee shall be comprised of four (4) designees, two (2) from the employer and two (2) from the Union, and shall have full authority to grant benefits and administer the program in accordance with the guidelines below or as mutually agreed to. Time off without loss of pay or benefits shall be granted to members of the subcommittee to attend meetings as necessary to administer the program.

(a) Each employee not in the working test period shall contribute one (1) day from accrued sick leave to the sick leave bank. Each new employee, subsequent to completing his/her initial working test period shall contribute one (1) day. Days contributed shall not revert to employees if not used. The employer will contribute fifty (50) days to initially fund this sick leave bank.

(b) Days contributed to the bank shall thereafter be allocated to bargaining unit employees with catastrophic or extended long-term illness.

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(c) To be eligible for allocations of sick days from the bank, an employee must meet the following conditions:

1. Exhaustion of all sick leave, personal and vacation leave.
2. The illness or injury is not covered by Worker's Compensation and/or such benefits have been exhausted.
3. An acceptable medical certificate supporting the absence is on file.
4. The bank is not depleted.
5. Having completed the working test period.

(d) Benefits under this Article shall accrue at the rate of eighty (80%) percent per day for each day of illness or injury commencing with the sixteenth day after exhaustion of leave or Worker's Compensation as outlined above. No employee shall be eligible to draw from the bank more than once per contract year, more than one hundred (100) days per year of illness, or if the fund is depleted. Employees receiving benefits under this Article shall not accrue vacation or sick leave during the period of eligibility or be eligible for holidays or other paid leave benefits. The sub-committee shall consider as a factor the extent and circumstances of the applicants usage of sick leave prior to the illness in question.

(e) Unused days in the sick leave bank shall be carried over from year to year and shall not lapse.

(f) If at any time the bank should be depleted, each eligible employee shall be assessed one day from his/her accrued sick leave.

(g) An employee who has been granted some portion of the sick leave bank, and who returns to work full-time, shall re-pay the bank at the rate of twenty (20%) percent of

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his/her unused accrued sick leave at the end of each calendar year.

(h) The actions or non-actions of this sub-committee shall in no way be subject to collateral attack or the grievance/arbitration machinery. The sub-committee shall not be considered a State agency, board or any other subdivision of the Employer. No requests shall be conducted as contested cases or otherwise be subject to the Administrative Procedure Act.

#### ARTICLE XXXV MISCELLANEOUS

**Section One.** The parties will cooperate in arranging for the most economical and expeditious printing of this Agreement in booklet form and will share the cost of same.

**Section Two.** Except where varied in this Agreement, the employer will continue in force its written rules and regulations with reference to personal leave or other paid or unpaid leave of absence.

**Section Three.** References in this Agreement to "rules and regulations" refer to the "Blue Book." Regulations of the Personnel Policy Board effective July 1, 1975. Such references include all applicable General Letters and Q-Items.

**Section Four. Civil Leave.**

(a) If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours, time off with pay and without loss of earned time shall be granted. This provision shall not apply in cases where the employee is a plaintiff or defendant in the Court action.

(b) If a court appearance (not jury duty) is required as part of the employee's assignment or as a direct conse-

quence of his/her official function, time spent shall be considered as time worked. If the appearance requires the employee's presence beyond his/her normal work day, all time beyond the normal work day shall be compensated for in accordance with Article XVIII.

**Section Five. Military Leave.** The present military leave policy shall remain in force, except that paid leave for military call-ups shall be limited to emergencies.

**Section Six. Personal Leave.** In addition to annual vacation, each appointing authority shall grant to each full-time permanent employee in the State service three (3) days of personal leave of absence with pay in each calendar year. Personal leave of absence shall be for the purpose of conducting private affairs, including observance of religious holidays and shall not be deducted from vacation or sick leave credits. Personal leave of absence days not taken in a calendar year shall not be accumulated.

**Section Seven. Inclement Weather.** No member of the bargaining unit shall be required to travel under unsafe conditions. In the event an employee is late because of hazardous weather conditions, he/she shall not be charged for such lateness.

#### ARTICLE XXXVI RETIREMENT

The terms and conditions of the employee retirement plan are governed by the Pension Contract between the Connecticut State Employees Association and the State of Connecticut dated April 26, 1964 and as it may be modified or amended in the future, and which is incorporated herein.

## P-3A SICK LEAVE BANK APPLICATION

Name \_\_\_\_\_

Home Address \_\_\_\_\_

Agency \_\_\_\_\_

Division or Facility \_\_\_\_\_

Class Title \_\_\_\_\_

The applicant hereby authorizes access by the Sick Leave Bank Committee to any medical or personnel records necessary for action on this application. Applicant further certifies that he/she has carefully read the Sick Leave Bank Guidelines attached hereto, has received a copy thereof, and agrees to comply therewith.

\_\_\_\_\_  
Signature of Applicant\_\_\_\_\_  
Date of Application

\*\*\*\*\*

TO BE COMPLETED BY APPLICANT'S AGENCY PERSONNEL OFFICE; FORWARD TO PERSONNEL OFFICE, DEPARTMENT OF EDUCATION, WHERE APPLICABLE:

1. Has applicant completed the Working Test Period? \_\_\_\_\_
2. On what date did/will applicant exhaust all sick leave? \_\_\_\_\_
3. On what date did/will applicant exhaust all personal leave? \_\_\_\_\_
4. On what date did/will applicant exhaust all vacation leave? \_\_\_\_\_
5. Is the illness/injury compensable under Worker's Compensation? \_\_\_\_\_
6. If the illness/injury is compensable under Worker's Compensation, has the Worker's Compensation benefit been exhausted? \_\_\_\_\_
7. On what date did the illness/injury for which applicant is seeking sick leave bank benefits commence? \_\_\_\_\_
8. On what date did/will applicant return to work? \_\_\_\_\_

9. Date of eligibility for benefits \_\_\_\_\_

10. Attach a copy of the applicant's attendance record for the last two years.

11. Attach a copy of any and all medical documentation pertinent to this application.

Completed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

ACTION BY SICK LEAVE BANK COMMITTEE: \_\_\_\_\_

BENEFITS COMMENCE ON: \_\_\_\_\_

UNLESS RENEWED, BENEFITS TERMINATE ON: \_\_\_\_\_

FOR THE SICK LEAVE BANK COMMITTEE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

### P-3A Sick Leave Bank Guidelines

Pursuant to Article XXXIV, Section Twelve of the P-3A Collective Bargaining Agreement, a Sick Leave Bank has been established to provide members of the bargaining unit with partial salary benefits during periods of catastrophic or extended, long-term illness. A committee has been established to administer the Bank and is comprised of two designees of the Employer and two designees of the Union. This committee is not an agency, board or other subdivision of the State of Connecticut. The Committee's decisions are not grievable, arbitrable or litigable, and its actions are appealable only to the Committee. The Committee disburses no monies and has no authority to disburse monies. These guidelines will be reviewed by the Sick Leave Bank Committee on a yearly basis.

An employee may be eligible to receive benefits from the bank when:

1. He/She has completed the Working Test Period;
2. He/She has exhausted all sick, personal and vacation leave and has been off the payroll for fifteen days;
3. The illness/injury is not compensable under Worker's Compensation or such compensation benefit has been exhausted; and
4. Acceptable medical documentation has been submitted to substantiate eligibility to receive benefits.


Applications for benefits from the Bank will be handled on a first come, first served basis with approval of benefits retroactive to the first day or eligibility. Applications for benefits must be filed within a reasonable period of time (absent extenuating circumstances, a reasonable period of time shall be deemed to be thirty calendar days from the exhaustion of all leave balances or Worker's Compensation benefits).

The applicant acknowledges that he/she will remain liable for all proof necessary to qualify for the benefits sought and that he/she understands that no application will be considered unless he/she has agreed to comply with the terms and conditions of the Sick Leave Bank as specified in the collective bargaining agreement or as established by the Sick Leave Bank Committee.

The Committee reserves the right to request such medical evidence as it deems necessary to consider the application and/or to evaluate the continuing need for benefits. To justify eligibility for benefits, an applicant with a diagnosed psychiatric or psychological condition or disorder must submit a report from a certified and practicing psychiatrist, a licensed psychologist or a physician. The Committee further reserves the right to require a second medical opinion concerning the illness/injury. If a second opinion is requested, the applicant has two options for securing same. He/She may agree to be examined by a State physician, in which case the applicant will not be liable for the cost of said examination, or he/she may choose to see a physician of his/her choice, in which case the applicant shall be liable for any costs in connection therewith.

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Benefits from the Bank may be granted to an applicant no more than once per contract year and are payable at the rate of ~~one-half~~ day of compensation per day of illness/injury to a maximum of one hundred half-days of compensation from the Sick Leave Bank. While an employee is receiving benefits, he/she shall not accrue vacation or sick leave and shall not be eligible for other paid leave benefits. Benefits may be discontinued at the discretion of the Committee; reasons for such action may include, but shall not be limited to: cessation of eligibility, failure to provide required medical documentation, termination of employment, demise of applicant or depletion of the Bank. Benefits may also be discontinued when, in the opinion of the Committee, it has been demonstrated that the intentional conduct of the applicant has prolonged, worsened or in fact caused the illness/injury for which benefits are sought.

Applicant agrees that repayment to the Bank will be made upon return to full-time work at the rate of twenty percent of his/her unused/accrued sick leave at the end of each calendar year.

### P-3A Sick Leave Bank Criteria

Catastrophic and extended, long-term illness is intended to mean an illness/injury which will incapacitate the employee for more than forty-five consecutive calendar days and is of such a nature that the employee could not have had foreknowledge of it or been able to prevent or lessen the impact of it.

In considering an application for benefits, the Committee will examine the applicant's sick leave record for the prior two years.

Approval of benefits is retroactive to the first day of eligibility if the application for benefits was filed within a reasonable period of time (which, absent extenuating circumstances, shall be thirty days from exhaustion of all leave balances or Worker's Compensation benefits). Extenuating circumstances will be considered on a case by case basis.

The initial grant of benefits from the Bank will be for a maximum of twenty ~~bank~~-days of compensation. An extension of benefits will be based on current medical documentation provided to the Committee by the applicant. In no case will benefits be granted beyond the date the physician certified the employee is able to return to work.



### P-3A Sick Leave Bank Procedures

The appropriate portion of the application form will be completed and signed by the employee, whereupon it will be forwarded to the Agency's Personnel Director who will have the remainder of the application completed and forwarded with the required documentation to the Director of the Office of Management and Budget of the State Department of Education. Said Director will have it copied and forwarded (marked confidential) to the members of the Sick Leave Bank Committee, concurrently contacting them to establish a mutually convenient time to meet to consider the application. Such meeting shall take place no later than thirty calendar days after receipt of the application and the requisite documentation.

At any meeting to consider applications, at least three members of the Committee must be present. Applications will be considered in chronological order according to the date received by the Personnel Director.

There must be three affirmative votes in order to award benefits from the Bank to an applicant. After a decision has been made on an application, the Committee will notify the applicant in writing, with a copy to the Personnel Office of applicant's employing agency/facility. The employing agency/facility will then follow the necessary procedures to return the applicant to the payroll.

At each meeting, previously adjudicated applications will be reviewed to determine if applicant's situation warrants extension of benefits beyond the initial grant of twenty ~~half~~-days of compensation from the Sick Leave Bank, in which case notice will be sent to applicant and employing agency/facility.

The Personnel Office of the Department of Education will maintain a record of the balance of days in the Bank and will report it on a monthly basis to the Committee.

### P-3A Sick Leave Bank

#### Reasons for Denial of Benefits

1. The applicant has not completed the Working Test Period.
2. The applicant has not exhausted all leave balances.
3. The applicant has not exhausted the Worker's Compensation benefits.
4. The applicant has not completed the fifteen day waiting period.
5. The applicant has not provided the required medical documentation.
6. The Sick Leave Bank has been depleted.
7. The illness/injury is not of a catastrophic or extended, long-term nature.
8. There is evidence of prior abuses of sick leave.
9. The applicant failed to apply for benefits within a reasonable period of time.
10. The applicant by his/her intentional conduct has prolonged, worsened or caused the illness/injury for which benefits are sought.
11. The applicant has terminated his/her employment with the State of Connecticut at the time the application for benefits is considered.



# STATE OF CONNECTICUT

## PERSONNEL DIVISION

DEPARTMENT OF ADMINISTRATIVE SERVICES  
STATE OFFICE BUILDING HARTFORD, CONNECTICUT 06106-1630

### MEMORANDUM

June 19, 1987

TO: PERSONNEL DIRECTORS

FROM: Sandra Biloon, Director of  
Personnel and Labor Relations

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RE: Management Personnel Policy 86-2 AMENDED

The attached Management Personnel Policy 86-2 has been amended to eliminate the word "payroll" in Item No. 3.

The change allows for the donation of leave time to occur within the Managerial and Confidential ranks on the MP Pay Plan throughout the entire agency rather than by individual payrolls.

Please contact Bruce Chamberlain if you should have any questions.

SB/a  
attach.

DATE: June 9, 1987

MANAGEMENT PERSONNEL POLICY NO. 86-2 Amended

SUBJECT: Donation of Leave Time

In accordance with Connecticut General Statute 5-200(r), the Commissioner of Administrative Services with the approval of the Secretary of the Office of Policy and Management has extended the following benefit to all Managerial and Confidential employees on the MP Pay Plan.

Managerial and Confidential employees on the MP Pay Plan will be allowed to donate vacation and personal leave accruals to other Managerial and Confidential employees on the MP Pay Plan who are absent as a result of a long-term illness or injury.

1. The absent employee must have a minimum of five (5) years of State service.
2. The absent employee must have exhausted all of his/her accrued paid time and otherwise be on leave without pay status.
3. The request to the Agency Head should include:
  - a) the names of employees who are willing to donate;
  - b) the number of days of vacation and/or personal leave being donated by each employee; and
  - c) the name of the employee to whom the leave time is being donated.
4. Donation of vacation and personal leave may occur only within the Managerial and Confidential ranks on the MP Pay Plan and only within the same agency.
5. Donation shall be made in minimum units of one day (or the equivalent hours) only.

6. Requests to donate vacation and personal leave shall be forwarded to the Director of Personnel and Labor Relations along with:
  - a) the absent employee's official job classification;
  - b) the absent employee's length of service;
  - c) the absent employee's sick leave record for the current and previous year;
  - d) the current medical certificate stating the nature of the illness and the prognosis.
7. The Director of Personnel and Labor Relations shall review all requests and notify the agency of approval (or denial).
8. If the request to donate vacation and/or personal leave is approved, the donated days will be transferred to the sick leave account of the absent employee. The actual transfer will occur on the date upon which the absent employee exhausts all accrued leave time.
9. The absent employee may use the days in the same manner as any other sick leave, including the "pay-off" of previously advanced sick leave days (as provided in Regulation 5-247-5).

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Sandra Biloon, Director of  
Personnel and Labor Relations



# STATE OF CONNECTICUT

## PERSONNEL DIVISION

DEPARTMENT OF ADMINISTRATIVE SERVICES  
STATE OFFICE BUILDING HARTFORD, CONNECTICUT 06106-1630

June 24, 1987

TO: AGENCY PERSONNEL AND PAYROLL ADMINISTRATORS

FROM: Peter C. Rozantes, Section Chief  
DAS/Personnel Division

SUBJECT: Office of Labor Relations General Notice 86-4,  
Donation of Leave Time, Amended Notice.

Our Office of Labor Relations has issued an amended General Notice 86-4 which contains one minor but important change. Donation of leave time may now be made within the same agency and is no longer limited to the same agency/payroll. For example, donations of vacation and personal leave may now be made from all constituent units of the Department of Mental Health. Previously, the donations could only be made from a specific payroll unit within the Department of Mental Health such as Norwich Hospital.

The documentation of donations and the accurate addition and subtraction of leave balances is a critical part of this process. Agencies should make a concerted effort to correctly implement this process.

Peter C. Rozantes  
Section Chief

PCR/aeg  
Attachment

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# STATE OF CONNECTICUT

## PERSONNEL DIVISION

DEPARTMENT OF ADMINISTRATIVE SERVICES  
STATE OFFICE BUILDING HARTFORD, CONNECTICUT 06106-1630

June 9, 1987

### OFFICE OF LABOR RELATIONS

#### General Notice 86-4 (Amended)

TO: Agency Labor Relations Designees  
FROM: Peter W. Allen, Labor Relations Operations Manager  
SUBJECT: Donation of Leave Time

\* \* \* \* \*

The State and several unions have reached agreement in the following bargaining units, to a provision which will allow employees to donate vacation and personal leave accruals to a fellow bargaining unit employee who is absent as a result of a long term illness or injury.

CEUI	NP-2	Maintenance and Service
AFSCME	NP-3	Administrative Clerical
AFSCME	NP-4	Corrections
PSEC	NP-5	Protective Services
1199	NP-6	Paraprofessional Health Care
1199	P-1	Professional Health Care
AFSCME	P-2	Social and Human Services
CSEA	P-3B	Education Professions

The following guidelines and procedures shall apply to the implementation of this benefit.

1. The PSEC, 1199 and CSEA agreements require that the absent employee have a minimum of five (5) years of State service. The CEUI and AFSCME agreements specify permanent status and six (6) months of service.

2. The absent employee must have exhausted all of his/her accrued paid time and otherwise be on leave without pay status.

3. A request to donate vacation and/or personal leave time may be initiated by the union or a group of employees; it should not generate from management. The request should be directed to the agency/facility head or designee.

4. The request should include: a) the names of employees who are willing to donate; b) the number of days of vacation and/or personal leave being donated by each employee, and c) the name of the employee to whom the leave time is being donated.

Page 2  
General Notice 86-4 (Amended)

5. Donation of vacation and personal leave may occur only within the same bargaining unit and only within the same agency.

6. Donation shall be made in minimum units of one day (or the equivalent hours) only.

7. Requests to donate vacation and personal leave shall be forwarded to the Director of Personnel and Labor Relations along with:


- a) the absent employee's official job classification;
- b) the absent employee's length of service;
- c) the absent employee's sick leave record for the current and previous year;
- d) the current medical certificate stating the nature of the illness, the prognosis and the probable date when the employee will return to work.

8. The Director of Personnel and Labor Relations shall review all requests for compliance with the applicable collective bargaining agreements and notify the agency of approval (or denial).

9. If the request to donate vacation and/or personal leave is approved, the donated days will be transferred to the sick leave account of the absent employee. The actual transfer will occur on the date upon which the absent employee exhausts all accrued leave time.

10. The absent employee may use the days in the same manner as any other sick leave, including the "pay-off" of previously advanced sick leave days (as provided in Regulation 5-247-5).

Questions should be directed to the Administrative Services Division at 566-3236.

  
Peter W. Allen  
Labor Relations  
Operations Manager

PWA/aeg

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